

# CONTRACT (PUBLIC OFFER) FOR THE PROVISION OF EVENT ORGANIZATION SERVICES

## 1. General concepts and definitions

The terms used in this offer shall be interpreted in accordance with the definitions provided below.

In the absence of specific definitions, individual terms and provisions of this offer shall be interpreted literally.

Terms and definitions used in the singular and plural, as well as in other genders (cases), are equivalent.

**Acceptance of the Offer** - the response of the party to whom the offer is addressed, indicating acceptance. The response must be complete and unconditional. The Customer's performance of the actions specified in Section 7 of this public offer is also considered acceptance of this offer.

**Contract** - the present agreement between the parties on all essential terms of service provision, formulated as a public offer, subsequently unconditionally accepted by the Customer in full through its acceptance.

**Retreat** - a complex of activities conducted within specific periods, provided with services for event organization by the Performer (reservation, accommodation, meals, transportation, recreation, mountain trips, yoga and meditation practices aimed at maintaining a healthy lifestyle, and other services).

**Customer** - an individual who has reached the age of eighteen, ordering a retreat from the Performer and making payment for the provision of such services.

**Application** - a written request for services from the Performer (including through the Website, email, and other means of data transmission on the Internet).

**Performer** - Limited Liability Partnership "TENGRI YOGA".

**Offer** - this public offer (proposal) for the implementation of services by the Performer, addressed to an unlimited number of individuals, posted on the Website and at the Performer's Office, in accordance with the Civil Code of the Republic of Kazakhstan.

**Office** - the actual location of the Performer.

**Website User** - an individual who has accessed (visited) the Website.

**Website** - the Performer's website <https://tengriyoga.com>.

**Parties** - a term referring jointly to the Customer and the Performer.

**Voucher** - a document confirming the Customer's right to the Retreat and the services included in the Retreat, as well as confirming their payment.

**Event organization services** - a service or a set of services provided by the Performer under the terms of this offer, including accommodation, meals, transportation, information and advertising support, assistance in obtaining an entry visa, as well as other services provided by the Performer to meet the Customer's needs, including booking, reservation, procurement/implementation of:

- accommodation services (including additional services);
- transfers;
- excursions;
- services of guides, interpreters;
- entrance tickets to tourist sites, theaters, cinemas, etc.;
- meals;
- other services specified in the Application.

The complex of services may be provided by entities other than the Performer, at the Performer's request.

**Email** - the Performer's email address - [care@tengriyoga.com](mailto:care@tengriyoga.com).

## 2. General provisions

This document is the official Offer of the Performer to individuals for the provision of event organization services on the conditions specified below. The document is published on the Performer's website <https://tengriyoga.com>.

- The provisions of this Offer are governed by the Civil Code of the Republic of Kazakhstan, the Laws of the Republic of Kazakhstan "On Consumer Protection," and other regulatory legal acts of the Republic of Kazakhstan.
- This Public Offer for the provision of event organization services (hereinafter referred to as the Contract) is concluded in a special manner: by accepting this document containing all the essential terms of the contract, without the parties signing it. This Contract has legal force in accordance with the Civil Code of the Republic of Kazakhstan and is equivalent to a contract signed by the parties.
- This Contract is a contract of adhesion. The fact confirming the acceptance of the conditions set forth below, and the acceptance of this public offer, is the ordering of services and their subsequent payment (in accordance with the Civil Code of the Republic of Kazakhstan, accepting an offer is equivalent to concluding a contract on the terms set forth in the offer).
- This Contract is considered concluded from the moment of its acceptance and remains in effect until both parties fulfill all their obligations under the Contract.
- This Offer defines the procedure for providing services for event organization to the Customers by the Performer.
- This Offer applies to all types of event organization services provided by the Performer.

## 3. Subject of the contract

- The subject of this Contract is the provision of event organization services and other services by the Performer to the Customer in accordance with the conditions of this public offer.

## 4. Obligations of the parties

- The Performer is obliged to:
- Provide event organization services in accordance with the Customer's request.
- Ensure the quality of the provided event organization services in accordance with the standards approved by the legislation of the Republic of Kazakhstan.
- Inform the Customer about the conditions of acquiring and the content of the Performer's services.
- The Customer is obliged to:
- Timely order and pay for all services provided by the Performer.
- Timely provide all necessary and accurate information for the provision of services, both about themselves and the individuals who will receive the services according to the Customer's request.

## 5. Service conditions

- The services for event organization and their prices are agreed upon by the parties.
- After the Customer selects the desired services, they submit a request to the Performer with all the necessary information for booking the services in written form through the Performer's website, email, or any other convenient method.
- The sale of services to the Customer is carried out in two stages. The first stage involves the Customer submitting a request to the Performer for the use of services and the Performer confirming the actual availability of the requested services. The second stage involves the Customer paying for the Performer's services and booking the services.
- Upon receiving a reservation request, the Performer sends a response regarding the possibility of booking the requested services to the Customer within 24 hours (on business days) from the receipt of the request.
- If it is not possible to book the requested services, the Performer informs the Customer about it. The Customer can immediately make a repeat request for booking.
- An invoice for the ordered services is issued by the Performer within one day or within the agreed upon timeframe.
- The amount specified in the invoice is included in the accommodation cost - the Customer only pays the remaining portion on-site.
- Retreat booking is made with a 30% prepayment, and the remaining 70% is paid by the Customer within the previously agreed upon timeframe.
- When booking services, the Performer informs the Customer about the completed booking and the conditions for their cancellation.

## 6. Cancellation and Modification of Booked Services

- The Customer has the right to modify or cancel a previously submitted request to the Performer by sending a corresponding written notification of the changes or cancellation no later than 14 (fourteen) business days before the imposition of penalties for the cancellation (modification) of the booked services, unless otherwise agreed upon by the parties.
- The Customer must promptly notify the Performer in written form (via email) of any cancellation or modification of the booking prior to the imposition of penalties for the cancellation (modification) of the booked services.
- Cancellation is considered valid only when confirmed by the Performer in writing (via email). The date of cancellation is the business day from 10:00 to 18:00 when the Performer actually received and confirmed the cancellation from the Customer.

## 7. Payment Procedure

- The Customer is provided with information about the cost of the requested services. If the Customer agrees to the cost of the requested services, they submit their request for service booking. The act of submitting the request is considered the Customer's agreement with the cost of the reserved services.
- Upon confirmation of the booked services, the payment for them must be credited to the Performer's bank account no later than 3 business days before the commencement of the service, but in any case, no later than the imposition of penalties for cancellation.
- The Customer pays for the services according to the invoice issued by the Performer. The Customer is not entitled to pay for the Performer's services before the Performer confirms the availability of the requested services.
- The Customer pays for the booked services using any method not prohibited by the legislation of the Republic of Kazakhstan and agreed upon with the Performer.
- The Customer undertakes to inform the Performer about the payment made.

## 8. Refunds

- After making the prepayment, the Customer has the right to request a full or partial refund of the money paid to the Performer. This request should be made in writing in any form.
- In case of a written request from the Customer for a refund of the money paid for the ordered services, the refund will be made under the following conditions: the request is submitted no later than 48 hours before the imposition of penalties for cancellation.
- The refund of money is carried out by the Performer within three banking days.

## 9. Special Conditions

- If the Performer has not received payment for the requested services by the time the penalties for cancellation come into effect, the Performer may cancel the reservation for the requested services at their discretion, notifying the Customer of the cancellation through the specified contact method.
- The Customer must submit a written claim regarding the quality of the services to the Performer no later than 20 days after the end of the Retreat, and it will be processed within 10 days after receipt. During this time, the parties inform each other about the decision made. If the claims are deemed justified, compensation will be provided.

## 10. Processing of Personal Data

- The Performer processes the Customer's personal data in connection with the necessity of fulfilling the Agreement, in which the Customer is either a party or a beneficiary of the personal data, as well as in connection with the conclusion of a contract initiated by the data subject or a contract where the data subject will be a beneficiary. Based on and for the performance of this Agreement, the Performer obtains personal data:
  - directly from the Customer, who is the data subject;
  - from the lawful representative of the Customer, who is the data subject.
- By entering into this Agreement, the Customer gives consent to the processing of personal data regarding themselves as a beneficiary under this Agreement.

- Personal data may be obtained by the Performer from a person who is not the data subject, provided that the processing of personal data is necessary for the performance of a contract in which the data subject is either a party or a beneficiary, as well as for the conclusion of a contract.
- By entering into a contract with the Performer, the Customer-beneficiary agrees that during the term of the contract, their personal data will be considered publicly available personal data.

## 11. Force Majeure

- The parties shall be relieved of liability for non-performance or improper performance of obligations under this Agreement if such non-performance is a result of force majeure circumstances that occurred after the conclusion of this Agreement.
- Force majeure circumstances include, but are not limited to, fire, natural disasters, any type of military operations, epidemics, acts of legislative and executive authorities, changes in customs and border regulations preventing the performance of obligations, changes in immigration policies, strikes, terrorist acts, and other circumstances beyond the reasonable control of the parties. The term for fulfilling the obligations shall be extended in proportion to the duration of such circumstances. If these circumstances persist for more than 14 days, each party shall have the right to terminate the performance of obligations under this Agreement, and in such case, neither party shall be entitled to claim compensation from the other party for any potential losses.
- The party unable to perform its obligations under this Agreement due to force majeure circumstances must notify the other party of the occurrence and cessation of circumstances preventing the performance of obligations within 48 hours. Failure to provide timely notice deprives the party of the right to refer to the occurrence of force majeure circumstances in the future.
- Certificates issued by the relevant competent authorities shall serve as proper evidence of the existence and duration of the aforementioned circumstances.
- Notification of commonly known facts between the parties is not required.

## 12. Dispute Resolution Procedure

- In the event of disagreements and disputes arising from the non-performance or improper performance of this Agreement, the parties shall seek to settle them through negotiations and reach an amicable resolution or agreement.
- If an agreement cannot be reached through negotiations, disputes shall be considered and resolved in court according to the legislation of the Republic of Kazakhstan at the location of the "Performer."

## 13. Legal Address and Details of the "Performer"

Limited Liability Partnership "TENGRI YOGA"

**Legal address:**

050008, Republic of Kazakhstan, Almaty, Makataev Street 117

Phone: +7 706 4132952

E-mail: [care@tengriyoga.com](mailto:care@tengriyoga.com)

**Banking details:**

JSC "Kaspi Bank" in Almaty

SWIFT code: CASPKZKA

Account number: KZ95722S000025600700

BIN: 230640011707

KBE: 17